

**SETTLEMENT AGREEMENT AMENDMENT
BY AND BETWEEN THE SIERRA CLUB
AND THE DISTRICT OF COLUMBIA**

This Amendment (hereafter "Amendment") to the Settlement Agreement By And Between The Sierra Club And The District Of Columbia ("Settlement Agreement") continues as amended below, the Settlement Agreement. All provisions of the Settlement Agreement, except those that are amended herein, shall remain in full force and effect.

I DEFINITIONS

Unchanged.

II. DISTRICT EXECUTIVE BRANCH RECYCLING

The District agrees to recycle in the District's offices and other buildings as follows:

A. Unchanged.

B. District Buildings: Replaced as provided below

1. Four Core Buildings: 300 Indiana Avenue (Daly Municipal Building), 441 Fourth Street, Wilson Building, and Reeves Center.
 - a. The District shall provide for the separation, collection, and weighing of all trash and all recyclables that are removed from the four core buildings, and shall keep separate logs, by date and specific to each of the four core buildings, of the weights of the trash collected and removed and the recyclables collected and removed. The percentage of the total solid waste stream that is recycled and not disposed of is termed the "diversion rate."
 - b. Upon request of the Sierra Club (but such requests are not to exceed two times in any given fiscal year), the District shall make these logs available for inspection without the need for a FOIA request. Within one month after the end of each fiscal year, the District shall provide (to the Sierra Club) for that fiscal year, without the need for a FOIA request: 1) the monthly average diversion rate for each of the four core buildings; 2) the total annual diversion rate for the four core buildings combined; 3) the total monthly weight of trash collected and removed from each of the four core buildings; 4) the total monthly weight of recyclables collected and removed from each of the four core buildings; 5) the total annual weight of trash collected and removed from the four

core buildings combined; and 6) the total annual weight of recyclables collected and removed from each of the four core buildings combined. The District shall also publish such information with the annual report.

- c. If the total annual diversion rate for the four core buildings combined falls below a 25% diversion rate of recyclables for fiscal year 2007, if the logs discussed above are not maintained, or if information is not provided to the Sierra Club as required by subparagraph (b), the parties shall meet and confer, and if after 45 days the information is still not provided, or if in any event the diversion rate discussed above falls below the 25% threshold, the parties shall negotiate amendments to the recycling program in the four core buildings, and shall at a minimum agree, if requested by the Sierra Club, to reinstall recycling receptacles in each individual work space in the four core buildings and to provide for janitorial service of the recycling receptacles.
- d. For fiscal year 2008, the District agrees to increase the diversion rate in paragraph c, above, to 27.5%, and for fiscal year 2009, the District agrees to increase the diversion rate to 30%. If the total annual diversion rate for the four core buildings combined falls below a 27.5% diversion rate of recyclables for fiscal year 2008, or below 30% for fiscal year 2009, if the logs discussed above are not maintained, or if information is not provided to the Sierra Club as required by subparagraph (b), the parties shall meet and confer, and if after 45 days the information is still not provided, or if in any event the diversion rate discussed above falls below the specified thresholds of 27.5% and 30%, the parties shall negotiate amendments to the recycling program in the four core buildings, and shall at a minimum agree, if requested by the Sierra Club, to reinstall recycling receptacles in each individual work space in the four core buildings and to provide for janitorial service of the recycling receptacles.

2. District Buildings: Non-Four-Core Buildings

- a. The District agrees to continue the implementation of the Settlement Agreement with respect to these buildings, including but not limited to achieving the stated diversion rates ("recycling rate") in paragraph II.B.6. The District represents that each individual workspace has a recycling receptacle, that the District has authority under its janitorial contracts to require janitors to collect recyclables from centralized collection points convenient to

employees, and that janitors are indeed doing so. When current janitorial contracts are rebid at their expiration, the District agrees to seek proposals for janitorial contracts that include recycling services for individual employee office spaces: if the costs are not prohibitive, and if funds can be made available, the District shall execute janitorial contracts that provide for the collection of recyclables from such employee office spaces.

- b. If the recycling plan for the four core buildings achieves the objectives identified in this agreement, and this is reflected in the monthly average diversion rates and the recycling logs discussed above, the District can expand the use of the recycling program implemented in the four core buildings to non-four-core buildings, provided, however, that if the recycling program in the four core buildings is discontinued because information required was not provided, or because diversion rate thresholds required were not achieved, the District agrees to provide recycling bins and collection as provided in the Settlement Agreement.

C. District Leased Buildings: Replaced as provided below

1. The District represents that each work space has a recycling receptacle, or that it will otherwise provide a recycling receptacle for each workspace within sixty days of the Effective Date, and that all leases for real property now require the collection of recyclable materials from employee work spaces by janitorial staff, and the hauling and recycling of the recyclables collected.
2. The District agrees to send written notice to every landlord and/or building management representative informing them of their obligations under SWMMR to separate, collect and transport recyclables, of the penalties for the failure to do so, and of the District's intention to enforce SWMMR. The District shall require such landlords to provide recycling data as necessary to meet the District's reporting requirements under SWMMR and this agreement, and shall provide such information to the Sierra Club without demanding a FOIA request.
3. The Office of Property Management ("OPM") will audit recycling in some cross section of District Leased Buildings on a monthly basis and shall generate an audit report on its findings regarding the following: a) does each individual work space have individual recycling bins; b) are the District employees utilizing the bins and segregating recyclable materials; and c) are the property managers and/or property owners providing recyclable collection services to the bins in the individual work spaces,

and hauling services for recyclables collected. In each audit, OPM shall verify that property owners/managers have contracts for janitorial services and trash and recyclable hauling that provide for the handling and transport of recyclables. OPM shall complete a short, simple, written report at the end of each audit confirming whether each of the above is being fulfilled.

4. If OPM determines that any of the measures identified in paragraph 3 are not being fulfilled, OPM shall report the property owners/managers to the Office of Recycling and note the fact in audit reports. OPM shall provide the audit reports to Sierra Club for inspection upon request, without demanding a FOIA request.

D. Education of District Employees

1. The District agrees to continue to educate and remind its employees regarding the importance of recycling on regular intervals, as specified in Section II of the Settlement Agreement.

III. ENFORCEMENT OF COMMERCIAL PROPERTY RECYCLING

The District agrees to enforce SWMMR among commercial properties as follows:

- A. The District agrees to initiate and pursue in good faith and in accordance with administrative processes the revision and increase of scheduled fines for violations of SWMMR.
- B. The District agrees to enforce the provisions of SWMMR against commercial properties, as it previously agreed to do in Section III of the Settlement Agreement.

IV. DISTRICT PROCUREMENT

The District agrees to purchase Environmental Preferable Purchasing ("EPP") Products as follows. This replaces Section IV of the Settlement Agreement.

- A. The District agrees and represents that: (1) at least 30-35% of purchases of paper and paper products by the District agencies for which the Office of Contracting and Procurement ("OCP") has purchasing authority ("OCP Agencies") are processed through its PASS procurement system; (2) that for all purchases of paper and paper products through the PASS system, all OCP Contracting Officers, and all OCP Agency employees with contracting authority, are instructed and required to purchase EPP paper and paper products unless justification for technical reasons to purchase non EPP paper and paper products

is made and approved by the Contracting Officer (each and every purchase through PASS by OCP Agencies must be approved by an OCP Contracting Officer); (3) for any given purchase of a paper or paper product through PASS, the product must be demarcated in PASS to be an EPP product or otherwise a justification for purchasing a non-EPP paper or paper product must be given or the transaction cannot proceed under PASS; (4) that six months after the Effective Date and 12 months after the Effective Date and quarterly thereafter, OCP will begin to run reports on paper purchases from PASS and will check a random cross section of the individual purchases in the report to determine whether the EPP field for paper and paper products is being properly used to reflect whether a product is EPP or not, and if such is not the case, the purchaser will be instructed to procure EPP paper and paper products (unless justification as described above is provided), the record of the erroneous transaction will be corrected if technically possible, and any other steps necessary to ensure compliance with the above EPP purchasing requirements will be taken.

- B. For OCP Agencies' purchases outside of the PASS system: (1) all employees of OCP Agencies with authority to make purchases outside of the PASS system shall receive training each time a purchasing card is issued (which is no less than once a year) as to the requirement that EPP paper and paper products be purchased unless justification for technical reasons exists; (2) all such employees will receive at least quarterly reminders of the requirement that they purchase EPP paper and paper products unless justification for technical reasons exists; (3) all OCP Agencies will report to OCP annually at the end of the fiscal year regarding their paper and paper product purchases, identifying which products are EPP paper and paper products versus non EPP paper and paper products for the fiscal year; (4) OCP will check a random cross section of the information submitted to verify the accuracy of the reporting viz a viz EPP versus non EPP paper and paper products; (5) if the information is not accurate, the information will be corrected and the reporting OCP Agency will be notified and training regarding EPP purchasing requirements will be repeated.
- C. Information concerning the total amount of EPP paper and paper products, and non EPP paper and paper products purchased by OCP agencies for each fiscal year, will be made available to the Sierra Club upon its request, without the necessity of a FOIA request, and will be published in the annual reports. In addition, information from OCP's random cross section checks will likewise be made available to the Sierra Club without the necessity of a FOIA request.
- D. The District agrees to continue working with its suppliers to ensure that an expanding range of EPP products (including other EPP products that are not paper and paper products) are available for purchasing on PASS, and also agrees to continue expanding its purchase of other EPP products (including other EPP products that are not paper and paper products).

- E. The District agrees to purchase recycled content EEP paper and paper products, and not virgin content products, provided the recycled content EEP product is available and there are no technical reasons for not doing so.

V. PUBLIC EDUCATION ABOUT AND PROMOTION OF RECYCLING

- A. The District intends to seek additional funding for public education regarding recycling, and shall otherwise continue its obligations under Section V of the Settlement Agreement, including but not limited to placing information regarding recycling and its benefits in such mailings as water bills and property tax bills, on a periodic and regular basis. With the exception of those materials that have already been printed as of the Effective Date, in each instance that the District provides information to the public about recycling, the District shall include the following phrase: "Call 645 8245 for recycling information and to anonymously report recycling violations."
- B. The District shall work collaboratively with the Sierra Club regarding public education, and work with other elements of the District government and the Sierra Club to advance public education.

VI. PUBLIC REPORTING AND RECYCLING

- A. The District shall provide the information as specified in the Settlement Agreement, and in addition, the information required by this Amendment. The District shall publish Annual Reports in a prompt manner.

VII. CONSIDERATION OF FURTHER RECYCLING ACTIVITIES

- A. Deleted
- B. Unchanged

VIII. FILING OF DISMISSAL WITH PREJUDICE

Deleted. No agreement concerning WASA or the Schools is reiterated by this Amendment.

IX. MISCELLANEOUS PROVISIONS

- A. Effective Date

This Amendment shall be effective as of the date the last signatory signs the Amendment.

B. No Admission; Not Admissible

Unchanged

C. Entire Agreement

Unchanged

D. Term

This agreement shall be in effect until the date three years after the Effective Date.

E. Agreement Binding On Successors

Unchanged

F. Notices

Any notice, request, instruction or other document to be given by any Party to any other Party shall be in writing and delivered personally or sent by U.S. Mail, First Class, as follows:

If to the District:

Linda Singer
Attorney General
Office of the Attorney General
1350 Pennsylvania Ave, NW
Washington DC 20004

and

Jack M. Simmons, III
Assistant Attorney General
441 Fourth St., NW, Sixth Floor
Washington, DC 20001

If to the Sierra Club and/or Counsel:

James Wrathall, Esq.
WilmerHale
1801 Pennsylvania Ave., NW
Washington DC 20006
and

James Dougherty
Sierra Club
709 3rd St, SW
Washington, DC 20024

G. Headings

Deleted

H. Execution

Unchanged

I. Other Considerations

Unchanged

J. Meet and Confer

Replaced as follows:

If, during the term of this Agreement, disputes arise concerning performance or implementation of the Agreement, the parties agree to work together to try to resolve such disputes. No enforcement action shall be filed in court until ninety days from the date written notice of the dispute was first provided.

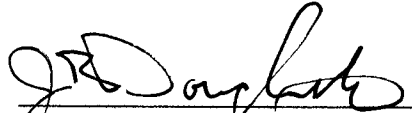
X. REPRESENTATIONS AND WARRANTIES

A. Unchanged, with the exception that this Amendment was negotiated in part by Sierra Club, directly with the District, and not always with Sierra Club's Counsel, WilmerHale, present.

B. Unchanged.

IN WITNESS WHEREOF, the Sierra Club and the District have caused this Amendment to be executed by their respective duly authorized representatives as of the date(s) set forth below.

FOR THE SIERRA CLUB



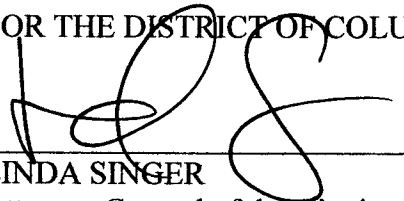
05/31/07

JAMES DOUGHERTY

Legal Chair

District of Columbia Chapter

FOR THE DISTRICT OF COLUMBIA:



LINDA SINGER

Attorney General of the District of Columbia

Office of the Attorney General

1350 Pennsylvania Ave, NW

Washington DC 20004